

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<sup>1</sup> Plaintiff's claims under the PHRA are referenced herein for notice purposes. She is required to wait 1 full year before initiating a lawsuit from date of dual-filing with the EEOC. Plaintiff must however file her lawsuit in advance of same because of the date of issuance of her federal right-to-sue letter. Plaintiff's PHRA claims will mirror identically her federal claims under the ADA.

### **JURISDICTION AND VENUE**

3. This Court has original subject matter jurisdiction over the instant action pursuant to 28 U.S.C. §§ 1331 and 1343(a)(4) because it arises under laws of the United States and seeks redress for violations of federal laws. There lies supplemental jurisdiction over Plaintiff's state-law claims because they arise out of the same common nucleus of operative facts as Plaintiff's federal claims asserted herein.

3. This Court may properly maintain personal jurisdiction over Defendant because Defendant's contacts with this state and this judicial district are sufficient for the exercise of jurisdiction in order to comply with traditional notions of fair play and substantial justice, satisfying the standard set forth by the United States Supreme Court in *Int'l Shoe Co. v. Washington*, 326 U.S. 310 (1945), and its progeny.

4. Pursuant to 28 U.S.C. § 1391(b)(1) and (b)(2), venue is properly laid in this district because Defendant is deemed to reside where they are subjected to personal jurisdiction, rendering Defendant resident of the Eastern District of Pennsylvania.

5. Plaintiff filed a Charge with the Equal Employment Opportunity Commission ("EEOC") and also dual-filed said charge with the Pennsylvania Human Relations Commission ("PHRC"). Plaintiff has properly exhausted her administrative proceedings before initiating this action by timely filing her Charge with the EEOC, and by filing the instant lawsuit within 90 days of receiving a right-to-sue letter from the EEOC.

### **PARTIES**

6. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

7. Plaintiff is an adult individual, with an address as set forth in the caption.

8. Defendant is a medical facility in Bucks County, Pennsylvania located at the above-captioned address providing medical, hospital, emergency, surgical and general health-care services.

9. At all times relevant herein, Defendant acted by and through its agents, servants and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for the Defendant.

### **FACTUAL BACKGROUND**

10. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

11. Plaintiff worked for Defendant from June of 2005 through October of 2011 and was rehired in June of 2018.

12. At all times relevant herein, Plaintiff was employed with Defendant as a part-time cat scan technician.

13. Plaintiff has and continues to suffer from serious health conditions, including but not limited to carpal tunnel syndrome.

14. As a result of her aforesaid health conditions, Plaintiff (at times) is limited in her ability to perform some daily life activities, including pushing, pulling, gripping, and repeating manual tasks using her hands for extended periods of time.

15. Despite these health conditions, Plaintiff was still able to perform the essential functions of her job, but she did require reasonable accommodations (at times), which included occasional and various times to undergo and recover from different surgeries.

16. For example, in or about the end of June, 2019, Plaintiff took an approximate 3.5-month long medical leave of absence to undergo and recovery from surgery.

17. On or about June 26, 2020 (approximately one year after initiating Plaintiff's first medical leave), Plaintiff then commenced another medical leave of absence to undergo another surgery for a separate condition related to Plaintiff's right hand. Plaintiff returned to work from this approximate six-week medical leave on or about August 8, 2020, and at that time, was never told that accommodating Plaintiff's health condition with the aforesaid two (2) medical leaves was an undue hardship on Plaintiff's department.

18. In or about October of 2020, Plaintiff requested another six-week medical leave of absence to undergo and recover from surgery for the same condition that Plaintiff's June 2020 medical leave was taken, but on Plaintiff's left hand.

19. However this time, Plaintiff's request for an accommodation was denied allegedly due to "staffing," despite staffing being the same if not better at the time than it was when Plaintiff took medical leave in June of 2020.

20. Specifically, Plaintiff's supervisor Susan Hall (*hereinafter* "Hall") submitted an email to Human Resources giving her alleged reasons why Plaintiff's leave of absence should not be accommodated: including (1) the department was presently covering FT Long Term Disability Leave, which upon information and belief, was kept open for over a year; (2) there were "3 PRN resignations that have squeezed our resources for coverage as well" (which was not true); (3) Plaintiff's most recent June 2020 leave allegedly "incurred some OT to cover the open shifts" which was not "a desired position" for the department; and (4) a "number of colleagues have placed PTO requests months ago for time off in the next couple of months. There is also the impact of Holiday shift coverage; techs working the upcoming Holidays have asked for time off before/after the Holiday shift that they are working."

21. Thereafter, Plaintiff received a written notification that her request for leave had been denied. However, in this denial letter, it stated that Plaintiff requested “6+” weeks medical leave, which is not true as Plaintiff had only requested six (6) weeks.

22. Indeed, the reasons Defendant provided for denying Plaintiff’s request were that the accommodation would: (1) create an undue hardship; (2) require a removal of the essential functions of Plaintiff’s job; and (3) require lowering of performance or production standard.

23. Additionally, the fourth reason given for Defendant’s denial of Plaintiff’s request was that Plaintiff had already been accommodated for two leaves in the last 12 months.

24. Further, as a result of Defendant’s decision to deny Plaintiff’s request for a reasonable accommodation, Plaintiff’s position would not be held if she took medical leave.

25. Regardless, Defendant’s reasons for denying Plaintiff’s request for an accommodation are completely absurd as (1) Defendant failed to even indicate how Plaintiff’s accommodation request would create an undue hardship; (2) the request would not have removed any essential function of Plaintiff’s job or lowered Plaintiff’s performance/production, and in fact, the accommodation would have helped Plaintiff perform the essential functions of her job and improved her performance/production; and (3) Plaintiff was not provided with two (2) medical leaves within the 12 months preceding the anticipated start date of her third medical leave (in November of 2020).

26. After being denied Plaintiff’s request for a reasonable accommodation, Plaintiff then submitted a doctor’s note to Defendant’s management, including Hall and Defendant’s HR manager, Karlyn Sibel (*hereinafter* “Sibel”), indicating that Plaintiff’s procedure was necessary (not elective) and delaying the surgery could have “profound effects on [her] ability to care for [herself] and perform duties at work using [her] hands.”

27. Additionally, Plaintiff indicated in an email while submitting the aforementioned letter that Plaintiff did not agree with Defendant's decision to deny her accommodation and she would like them to reconsider in light of her recent doctor's note.

28. Sibel responded back to Plaintiff's email, stating that it did not matter whether Plaintiff agreed with Defendant's decision or not, it was final.

29. Sibel further advised Plaintiff in a separate email that she was not being terminated and that Plaintiff should apply for short term disability.

30. Despite Defendant's denial and refusal to provide reasonable accommodation(s), Plaintiff commenced a medical leave of absence on or about November 19, 2020 because Plaintiff's doctor deemed it medically necessary.

31. During Plaintiff's medical leave, Plaintiff heard nothing from Defendant regarding Plaintiff's position and/or whether Plaintiff's position had been filled.

32. On or about December 2, 2020, Plaintiff submitted a doctor's note to Defendant's management indicating that Plaintiff would be able to return to work without restrictions on December 31, 2020.

33. Plaintiff did not receive a response from Defendant's management. However, Plaintiff did see that on or about the same day that Plaintiff submitted her return to work note, Plaintiff's position was posted.

34. Because there was no response from Defendant's management and HR department after the submission of Plaintiff's December 2, 2020 doctor's note, Plaintiff again followed up with Hall and Sibel on or about December 28, 2020 to determine if Plaintiff was permitted to return to work on December 31, 2020 (as per Plaintiff's doctor's release).

35. Later that same day, Plaintiff received a voicemail from Hall, falsely claiming Plaintiff had already been told that her position had been filled, that the decision was out of her (Hall's) hands, and that it was all being handled by HR.

36. In addition to Hall's voicemail, Plaintiff also received an email from Sibel on or about December 29, 2020, stating "Hi Christie - you were notified when your [sic] requested a leave that your department would not be able to accommodate."

37. Plaintiff responded to Sibel's email stating:

Karlyn,

While you indicated before I took leave that my request could not be accommodated, you also stated in your November 12, 2020 email that I was not being "termd." I was informed by Sue in a voicemail that my position has been filled, which neither you nor Sue notified me of while I was on medical leave. Please let me know where I go from here. Am I officially terminated? Who do I need to speak with regarding benefits? When will my benefits/health insurance end? No one has sent me any information regarding my benefits and when they will end.

38. Sibel replied by telling Plaintiff that she was not terminated and that Plaintiff could apply for any open position as an internal transfer.

39. Following this response, Plaintiff asked Sibel how long Plaintiff's benefits would remain in place and how long Plaintiff had to look for another position.

40. Then, Sibel sent Plaintiff a letter on or about December 31, 2020, stating that Plaintiff had 30 days to find an alternative position or Plaintiff would be terminated as an active employee, despite there being no alternative positions available during same 30 day window.

41. As a result, Plaintiff was unable to find an alternative position within Defendant during the aforesaid 30 day window, and therefore, Plaintiff was terminated from Defendant's payroll system on or about January 31, 2021.

42. On or about January 4, 2021, Plaintiff filed a Charge of Discrimination with the EEOC for aforementioned violations of the ADA.

43. In or about early April of 2021, Plaintiff learned of an open part-time cat scan technician position within the same department that Plaintiff had previously worked (but was fired from in December of 2020, *supra*).

44. Thus, Plaintiff reached out to her former Supervisor Hall via email, who did not respond to Plaintiff's email directly, but upon information and belief, forwarded it to Defendant's Talent Acquisition Manager, Katie Derby (*hereinafter* "Derby").

45. Then, Derby sent Plaintiff a link to formally apply for the position, which Plaintiff did on or about April 5, 2021.

46. On or about April 29, 2021, Plaintiff received an email from Defendant's "Talent Acquisition Team" which stated: "We have completed a review of your application. Unfortunately, your application will not be moving forward at this time. We have identified other individuals whose background and experience better match the needs of this position."

47. Defendant's decision not to move forward with Plaintiff's application is completely and obviously discriminatory and retaliatory, as same was based on Plaintiff's known/perceived and/or record of disability, Plaintiff's previous request(s) for accommodation(s), and/or because of Plaintiff's prior EEOC Charge (which upon information and belief, Defendant was made aware of before Defendant's decision to reject Plaintiff's application).

48. Therefore, Plaintiff believes and avers that Plaintiff was terminated and/or constructively terminated by Defendant because of: (1) Plaintiff's actual/perceived/record of disabilities; (2) Plaintiff's requested accommodation(s); (3) Plaintiff's objections to Defendant's illegal conduct under the ADA; (4) Defendant's failure to engage in the interactive process with



Plaintiff and/or accommodate Plaintiff's disabilities; and/or (5) in retaliation for requesting reasonable accommodations.

**COUNT I**

**Violations of the Americans with Disabilities Act, as amended ("ADA")**

**([1] Actual/Perceived/Record of Disability Discrimination; [2] Retaliation; [3] Failure to Accommodate)**

49. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

50. Plaintiff suffered from qualifying health conditions under the ADA which affected her ability (at times) to perform some daily life activities including pushing, pulling, gripping, and repeating manual tasks using her hands for extended periods of time.

51. Despite Plaintiff's aforementioned health conditions and limitations, she was still able to perform the duties of her job well with Defendant; however, Plaintiff did require reasonable accommodations at times.

52. Plaintiff kept Defendant's management informed of her serious medical conditions and reasonable accommodations, including a brief medical leave of absence.

53. Defendant failed to accommodate Plaintiff's reasonable requests relating to her health conditions and request for a brief medical leave of absence, and Plaintiff was terminated from Defendant shortly after requesting/utilizing reasonable accommodations.

54. Plaintiff believes and therefore avers that she was terminated from Defendant because of: (1) her known and/or perceived health problems; (2) her record of impairment; (3) her requested accommodations; (4) Defendant's failure to properly accommodate her; and/or (5) in retaliation for requesting reasonable accommodations.

55. These actions aforesaid constitute violations of the ADA.

**COUNT II**

**Violations of the Americans with Disabilities Act, as amended (“ADA”)**

**([1] Actual/Perceived/Record of Disability Discrimination; [2] Retaliation; [3] Failure to Hire)**

56. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

57. Plaintiff suffered from qualifying health conditions under the ADA which affected her ability (at times) to perform some daily life activities including pushing, pulling, gripping, and repeating manual tasks using her hands for extended periods of time.

58. Despite Plaintiff’s aforementioned health conditions and limitations, she was still able to perform the duties of her job well with Defendant; however, Plaintiff did require reasonable accommodations at times.

59. Defendant’s failed to accommodate Plaintiff’s reasonable requests relating to her health conditions and request for a brief medical leave of absence, and Plaintiff was abruptly terminated from Defendant shortly after requesting/utilizing reasonable accommodations.

60. As a result, Plaintiff filed a Charge of Discrimination with the EEOC for violations of the ADA.

61. Thereafter, Plaintiff learned of an open part-time cat scan technician position within the same department that Plaintiff had previously worked (but was fired from in December of 2020, *supra*) and applied for such position.

62. Defendant’s rejected Plaintiff’s application based on Plaintiff’s known/perceived and/or record of disability, Plaintiff’s previous request(s) for accommodation(s), and/or because of Plaintiff’s prior EEOC Charge.

63. These actions aforesaid constitute violations of the ADA.

**WHEREFORE**, Plaintiff prays that this Court enter an Order providing that:

A. Defendant is to be prohibited from continuing to maintain their illegal policy, practice or custom of discriminating/retaliating against employees and are to be ordered to promulgate an effective policy against such unlawful acts and to adhere thereto;

B. Defendant is to compensate Plaintiff, reimburse Plaintiff and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for Defendant's illegal actions, including but not limited to past lost earnings, future lost earnings, salary, pay increases, bonuses, medical and other benefits, training, promotions, pension, and seniority. Plaintiff should be accorded those benefits illegally withheld from the date she first suffered retaliation/discrimination at the hands of Defendant until the date of verdict;

C. Plaintiff is to be awarded punitive damages, as permitted by applicable law(s) alleged asserted herein, in an amount believed by the Court or trier of fact to be appropriate to punish Defendant for its willful, deliberate, malicious and outrageous conduct and to deter Defendant or other employers from engaging in such misconduct in the future;

D. Plaintiff is to be accorded any and all other equitable and legal relief as the Court deems just, proper and appropriate including for emotional distress;

E. Plaintiff is to be awarded the costs and expenses of this action and reasonable legal fees as provided by applicable federal and state law;

F. Any verdict in favor of Plaintiff is to be molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal law; and

G. Plaintiff's claims are to receive a trial by jury to the extent allowed by applicable law. Plaintiff has also endorsed this demand on the caption of this Complaint in accordance with Federal Rule of Civil Procedure 38(b).

Respectfully submitted,

**KARPF, KARPF & CERUTTI, P.C.**

A handwritten signature in black ink, appearing to be 'Ari R. Karpf', written over a horizontal line.

By:

Ari R. Karpf, Esq.  
3331 Street Road  
Two Greenwood Square  
Building 2, Ste. 128  
Bensalem, PA 19020  
(215) 639-0801

Dated: July 26, 2021

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Christie Magin

CIVIL ACTION

v.

NO.


Trinity Health Mid-Atlantic d/b/a St. Mary's Medical Center

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

7/26/2021

**Date**  
**Attorney-at-law**

Plaintiff

**Attorney for**

(215) 639-0801

**Telephone**

(215) 639-4970

**FAX Number**

akarpf@karpf-law.com

**E-Mail Address**

**DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 70 Lee Avenue, Deptford, NJ 08096

Address of Defendant: 1201 Langhorne-Newtown Road, Langhorne, PA 19047

Place of Accident, Incident or Transaction: Defendant's place of business

**RELATED CASE, IF ANY:**

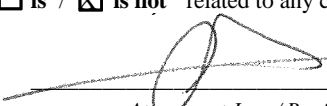
Case Number: Judge: Date Terminated:

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 7/26/2021

  
Attorney-at-Law / Pro Se Plaintiff

ARK2484 / 91538

Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | 1. Indemnity Contract, Marine Contract, and All Other Contracts |
| <input type="checkbox"/>            | 2. FELA   |
| <input type="checkbox"/>            | 3. Jones Act-Personal Injury                                    |
| <input type="checkbox"/>            | 4. Antitrust  |
| <input type="checkbox"/>            | 5. Patent   |
| <input type="checkbox"/>            | 6. Labor-Management Relations                                   |
| <input checked="" type="checkbox"/> | 7. Civil Rights   |
| <input type="checkbox"/>            | 8. Habeas Corpus  |
| <input type="checkbox"/>            | 9. Securities Act(s) Cases                                      |
| <input type="checkbox"/>            | 10. Social Security Review Cases                                |
| <input type="checkbox"/>            | 11. All other Federal Question Cases                            |
- (Please specify):

**B. Diversity Jurisdiction Cases:**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | 1. Insurance Contract and Other Contracts  |
| <input type="checkbox"/> | 2. Airplane Personal Injury                |
| <input type="checkbox"/> | 3. Assault, Defamation                     |
| <input type="checkbox"/> | 4. Marine Personal Injury                  |
| <input type="checkbox"/> | 5. Motor Vehicle Personal Injury           |
| <input type="checkbox"/> | 6. Other Personal Injury (Please specify): |
| <input type="checkbox"/> | 7. Products Liability                      |
| <input type="checkbox"/> | 8. Products Liability – Asbestos           |
| <input type="checkbox"/> | 9. All other Diversity Cases               |
- (Please specify):

**ARBITRATION CERTIFICATION**

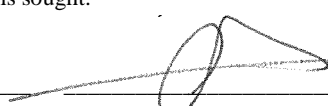
(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Ari R. Karpf, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 7/26/2021

  
Attorney-at-Law / Pro Se Plaintiff

ARK2484 / 91538

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

